

**REIMBURSABLE SPACE ACT AGREEMENT  
BETWEEN  
NASA AMES RESEARCH CENTER  
AND  
ZERO GRAVITY CORPORATION**

**1. AUTHORITY AND PARTIES**

This Reimbursable Space Act Agreement ("Agreement") is between ZERO GRAVITY CORPORATION, a California corporation ("Partner"), with a place of business located at 5275 Arville Street, Suite 116, Las Vegas, NV 89118, and the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, Ames Research Center, located at Moffett Field, California 94035-1000 ("NASA" or "NASA ARC"). This Agreement is entered by NASA under the authority of Section 203(c)(5) and (6) of the National Aeronautics and Space Act of 1958 as amended, 42 U.S.C. Section 2473(c)(5) and (6) and the Commercial Space Competitiveness Act, 15 U.S.C. § 5801 et seq.

**2. PURPOSE**

2.1 This Agreement is for the purpose of allowing the Partner, a privately held space entertainment and tourism company, to use Moffett Field Airfield (MFA), a facility owned and controlled by NASA Ames Research Center, for operating commercial, weightless flights for the public, as well as parking the aircraft on an airfield ramp overnight while flight operations are ongoing or between scheduled operations for 25 to 100 days per year. This Agreement between the Partner and the Center will further NASA's Strategic Goal of pursuing mutually beneficial partnerships with the emerging commercial space sector.

2.2 The Partner and NASA will endeavor to develop collaborative research opportunities.

**3. RESPONSIBILITIES**

3.1 NASA ARC will use reasonable efforts to:

3.1.1 Provide to Partner, and Partner will reimburse NASA for, all facilities, land, equipment and services used at Moffett Federal Airfield, including, but not limited to: runways, ramp and parking space; hangar space; aircraft fire-fighting rescue services; airfield security; environmental, occupational and health services; and air traffic control.

3.2 Partner will use reasonable efforts to:

3.2.1 Provide the necessary equipment and personnel to support the purpose of this Agreement.

3.3 Partner will request and purchase commercial aviation fuel through arrangements facilitated or approved by NASA; Partner shall propose to NASA an approach to securing commercial fuel delivered to Moffett Federal Airfield under terms and controls acceptable to NASA Ames. Partner shall not be allowed to use Moffett Federal Airfield until NASA approves the Partner's fueling arrangements.

3.4 All operations on NASA property shall be compatible with, and will not interfere with, the operations of NASA, other resident federal agencies, or with airfield operations at Moffett Federal Airfield, as such is determined by NASA.

3.5 In accordance with Section 8, Partner assumes liability for risks associated with activities undertaken in this Agreement.

3.6 Partner may request NASA to make additions or modifications to Moffett Federal Airfield. Nothing in this Agreement obliges NASA to accommodate such a request. If NASA, in its sole discretion, agrees to the requested additions or modifications, all costs will be borne by Partner, including costs to remove additions or restore modifications to their former conditions. All additions, changes, and modifications to Moffett Federal Airfield become the property of the United States Government ("Government").

3.7 This Agreement shall not be construed as a grant of any possessory, exclusive or permanent interest in any NASA real or personal property, nor as a grant of an estate of any kind, nor as an abandonment of use and occupancy, but shall merely be considered a temporary agreement for the non-exclusive, non-possessory use of NASA land, facilities, and equipment described in this Agreement. Title to NASA's real property shall be and remain solely with NASA. All Partner personal property constructed, installed, erected, or placed by Partner on NASA property shall be removed by Partner upon termination of this Agreement.

#### 4. SCHEDULES AND MILESTONES

The planned major milestones for the activities defined in Section 3 are estimated as follows:

NASA begins to provide facilities, land equipment and services to Zero G	January 14, 2008
NASA and Zero G develop research collaborations	October 15, 2008

#### 5. FINANCIAL OBLIGATIONS

5.1. Partner agrees to reimburse NASA its cost of \$4,050 per operational day (as defined below) for NASA to carry out its responsibilities under this Agreement. Reimbursement from Partner to NASA for land, facilities, equipment, supplies, services or other property provided by NASA in support of this Agreement will be set forth annually in a "Support Agreement" in the form attached hereto as Exhibit A and incorporated herein by reference.

5.2. "Operational day" is defined as any day in which Partner's aircraft resides at MFA, except that Partner may land and park its aircraft at no charge the day before an operational day provided the flight arrival is after 2:00 PM (PST); and Partner may depart MFA at no charge the day after an operational day provided the flight departure is by 11:00 AM (PST). Arrivals before 2:00 PM (PST) and after 11:00 AM (PST) on any day will incur the full operational day charge of \$4,050.

5.3 In no event will NASA transfer any U.S. Government funds to Partner under this Agreement. Payment must be made by Partner in advance of initiation of NASA's efforts. Advance payments shall be scheduled to ensure that funds are resident with NASA before Federal obligations are incurred in support of this Agreement.

5.4. All payments defined in this Agreement shall be in accordance with the following:

- (i) Payment shall be in United States dollars.
- (ii) Payment shall be payable to the "NASA Ames Research Center." Each payment shall reference the number of the Agreement.
- (iii) Payment shall be sent to NASA Ames Research Center, Financial Management Division, Attn. Reimbursable Section, Mail Stop 203-18, Moffett Field, CA 94035.
- (iv) Payments shall be made quarterly (on October 1, January 1, April 1 and July 1 of each calendar year), in advance. The payment for the period beginning on the Effective Date (as defined below) and ending on the last day of the calendar quarter during which the Effective Date occurs shall be made within five (5) business days after the first Support Agreement is executed by the parties.

5.5 NASA will not provide services or incur costs beyond the available funding amount. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Agreement will be accomplished for the above estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible. Partner shall pay all costs incurred and have the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Agreement be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within one (1) year after completion of all effort under this Agreement, and promptly thereafter, return any unspent funds to Partner.

5.4. Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. § 1341.

## 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected use of the test facilities and equipment by NASA personnel. In the event NASA's projected usage changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA usage of the test facilities, equipment, and personnel shall have priority over the usage planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two commercial users, NASA, in its sole discretion, shall determine the priority as between the two users. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

## 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar Agreements for the same or similar purpose with other U.S. private or public entities.

## 8. LIABILITY AND RISK OF LOSS

8.1 In consideration of the use of Moffett Federal Airfield and the other services provided by NASA under this Agreement, Partner waives and agrees not to make any claims against NASA, its Related Entities (as defined below), other federal or state agencies at NASA ARC or their respective Related Entities for Damage (as defined below) arising from or related to Partner's activities under this Agreement, whether such Damage is caused by negligence or otherwise, except in the case of willful misconduct of NASA or its employees.

8.2 Partner agrees to indemnify, defend and hold harmless NASA, its Related Entities, other federal or state agencies at NASA ARC and their respective Related Entities from any and all claims, Damage, Liability (as defined below), judgments or costs or expenses (including, without limitation, attorneys' fees) arising from the injury to or death of any person, or for damage to or loss of any property (including intellectual property), caused by Partner or its Related Entities, or arising out of the activities of Partner or its Related Entities, whether such claim, Damage, Liability, judgment, cost or expense is caused by negligence or otherwise, except in the case of willful misconduct of NASA or its employees.

8.3 For purposes of this Agreement: (a) the term "Damage" includes, but is not limited to: death of, bodily injury to, or other impairment of health of, any person; damages to, loss of, or loss of use of any property, including environmental contamination or damage; loss of revenue or profits; and any other direct, indirect, or consequential damage; (b) the term "Liability" includes liability for payments made pursuant to any United States treaty, any judgment or decision by a court or administrative tribunal of competent jurisdiction, administrative and litigation costs, and after consultation with Partner, settlement payments; and (c) the term "Related Entities" includes, but is not limited to, the officers, employees, agents, invitees, contractors and subcontractors of a person or entity.

8.4 Partner assumes responsibility for any and all Damage done to Government property, facilities and equipment resulting from use of such property, facilities and equipment, or the activities under this Agreement, by Partner or its Related Entities. Partner will be responsible to pay all costs associated with the repair of such Damage and/or otherwise return the property and facilities to the condition that existed at the time of the Effective Date of this Agreement, except for the normal wear and tear reasonably to be expected as arising from the type of activity contemplated under this Agreement.

8.5 Commercial General Liability Insurance. At all times during the Term (as defined below) and at its sole cost and expense, Partner shall obtain and keep in force commercial general liability insurance with limits not less than ten million dollars (\$10,000,000) for each occurrence, including all legal liability of Partner, including but not limited to injury to third persons or damage to any real or personal property, including damage caused by fire or other peril, arising out of or incident to the use of Moffett Field or other land or facilities at the Center by Partner or its Related Entities, or the negligence of Partner or its Related Entities.

8.6 Other Required Insurance. To the extent required by law, Partner shall obtain and keep in force workers compensation insurance in the form and amounts required by law.

8.7 Partner shall obtain and keep in force employer's liability insurance with limits not less than five hundred thousand (\$500,000) per occurrence.

8.8 Partner shall obtain and keep in force automobile liability insurance covering owned, hired and non-owned vehicles, with separate coverage of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.

8.9 Partner also shall maintain with respect to each aircraft an aviation liability policy, including medical payments, hangarkeepers' liability, products and completed operations, fire legal liability and host liquor liability, with limits not less than twenty million dollars (\$20,000,000) per occurrence and aggregate, insuring against claims for bodily injury (including passengers), personal injury and advertising and property damage arising out the aviation operations of each aircraft.

8.10 General Insurance Program Requirements.

8.11 An insurance policy whose terms and conditions are reviewed and approved by NASA is a condition precedent to Partner's access to or use of U.S. Government property or U.S. Government services.

8.12 Each policy of insurance required by this Agreement covering bodily injuries or third party property damage shall contain a waiver of subrogation endorsement in a form acceptable to NASA.

8.13 Each carrier issuing coverage required under this Agreement shall be a company of recognized responsibility acceptable to NASA, licensed to do business in the State of California with a financial rating of at least A- VII (or its equivalent successor) status, as rated in the most

recent edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to NASA).

8.14 The commercial general liability, automobile liability insurance and aviation liability policies required under this Agreement shall name the Government, NASA and their respective directors, officers and employees as additional insureds. Partner's certificates of insurance shall have attached a copy of the endorsement to each policy naming such persons as additional insureds, such endorsement signed by a duly authorized official of the insurer. Each certificate of insurance shall list the certificate holder as follows:

National Aeronautics and Space Administration  
Ames Research Center  
Attn: Office of the Chief Counsel  
Mail Stop 200-12  
Moffett Field, CA 94035-1000

8.15 All policies required under this Agreement shall be endorsed to state that coverage shall not be canceled, non -- renewed or materially changed except after thirty (30) days prior written notice to NASA.

8.16 Partner shall provide a copy of each insurance policy to NASA within ten (10) business days after written request.

8.17 If NASA at any time believes that the limits or extent of coverage or deductibles with respect to any of the insurance required under this Agreement are insufficient, NASA may determine the proper and reasonable limits and extent of coverage and deductibles for such insurance. Thereafter, Partner shall obtain and keep in force insurance complying with NASA's determination until further change pursuant to this Agreement.

8.18 No approval by NASA of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by NASA of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible. By requiring insurance herein, NASA makes no representation or warranty that coverage or limits will necessarily be adequate to protect Partner, and such coverage and limits shall not be deemed as a limitation on Partner's liability under the indemnities granted to NASA in this Agreement.

8.19 Failure of NASA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of NASA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Partner's obligation to maintain such insurance.

## 9. INTELLECTUAL PROPERTY RIGHTS

### 9.1. Data Rights

#### 9.1.1 General

(a) "Related Entity" as used in this Data Rights clause, means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted with to perform specified NASA or Partner activities under this Agreement.

(b) "Data," as used in this Data Rights clause, means recorded information, regardless of form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, data of a scientific or technical nature, computer software and documentation thereof, and data comprising commercial and financial information.

(c) "Proprietary Data," as used in this Data Rights clause, means Data embodying trade secrets or comprising commercial or financial information that is privileged or confidential.

(d) The Data rights set forth herein are applicable to employees of Partner and employees of any Related Entity of Partner. Partner shall ensure that its employees and employees of any Related Entity that perform Partner activities under this Agreement are aware of the obligations under this clause and that all such employees are bound to such obligations.

(e) Data exchanged between NASA and Partner under this Agreement will be exchanged without restriction as to its disclosure, use, or duplication except as otherwise provided in this clause.

(f) No preexisting Proprietary Data will be exchanged between the Parties under this Agreement unless specifically authorized in this clause or in writing by the owner of the Proprietary Data.

(g) In the event that Data exchanged between NASA and Partner include a restrictive notice that NASA or Partner deems to be ambiguous or unauthorized, NASA or Partner may notify the other Party of such condition. Notwithstanding such a notification, as long as the restrictive notice provides an indication that a restriction on use or disclosure was intended, the Party receiving such Data will treat the Data pursuant to the requirements of this clause unless otherwise directed in writing by the Party providing such Data.

9.1.2. Data First Produced by Partner Under this Agreement. In the event Data first produced by Partner in carrying out Partner responsibilities under this Agreement is furnished to NASA, and Partner considers such Data to be Proprietary Data, and such Data is identified with a suitable restrictive notice, NASA will use reasonable efforts to maintain the Data in confidence and such Data will be disclosed and used by or on behalf of the U.S. Government (under suitable protective conditions) only for U.S. Government purposes.

NASA will receive no Partner Proprietary Data under this Agreement.

9.1.3. Data First Produced by NASA Under this Agreement. Except for data disclosing an invention owned by NASA for which patent protection is being considered, in the event Partner requests that Data first produced by NASA (or any Related Entity of NASA) in carrying out NASA's responsibilities under this Agreement be maintained in confidence, and to the extent NASA determines that such Data would be Proprietary Data if it had been obtained from Partner, NASA will mark such Data with a restrictive notice and will maintain such marked Data in confidence for a period of 0 years after development of the Data, with the express understanding that during the aforesaid restricted period such marked Data may be disclosed and used (under suitable protective conditions) by or on behalf of the U.S. Government for U.S. Government purposes only, and thereafter for any purpose whatsoever without restriction on disclosure and use. Partner agrees not to disclose such marked Data to any third party without NASA's written approval until the aforesaid restricted period expires.

#### 9.1.4 Publication of Results

Recognizing that section 203 of the National Aeronautics and Space Act of 1958 (42 U.S.C. § 2473), as amended, requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof, and that the dissemination of the results of NASA activities is one of the considerations for this Agreement, the Parties agree to coordinate proposed publication of results with each other in a manner that allows each Party a reasonable amount of time to review and comment on proposed publications.

9.1.5. Data Disclosing an Invention. In the event Data exchanged between NASA and Partner discloses an invention for which patent protection is being considered, the furnishing Party specifically identifies such Data, and the disclosure and use of such Data is not otherwise limited or restricted herein, the receiving Party agrees to withhold such Data from public disclosure for a reasonable time (presumed to be 1 year unless mutually agreed otherwise or unless such information is restricted for a longer period herein) in order for patent protection to be obtained.

9.1.6. Copyright. In the event Data is exchanged with a notice indicating that the Data is copyrighted and there is no indication that such Data is subject to restriction under paragraphs 2 or 3 of this clause (*i.e.*, Data is not marked with a restrictive notice as required by paragraphs 2 or 3 of this clause), such Data will be presumed to be published and the following royalty-free licenses will apply.

(a) If it is indicated on the Data that the Data existed prior to, or was produced outside of, this Agreement, the receiving Party and others acting on its behalf, may reproduce, distribute, and prepare derivative works only for carrying out the receiving Party's responsibilities under this Agreement.

(b) If the Data does not contain the indication of (a) above, the Data will be presumed to have been first produced under this Agreement and, except as otherwise provided in paragraph 5 of this clause and in the Inventions and Patent Rights clause of this Agreement for protection of reported inventions, the receiving Party and others acting on its behalf may reproduce, distribute, and prepare derivative works for any purpose.

9.1.6. Data Subject to Export Control. Technical data, whether or not specifically identified or marked, that is subject to the export laws and regulations of the United States and that is provided to Partner under this Agreement will be treated as such, and will not be further provided to any foreign persons or transmitted outside the United States without proper U.S. Government authorization, where required.

## 9.2. Invention and Patent Rights

9.2.1. The invention and patent rights set forth herein are applicable to any employees, contractors, subcontractors, or other entities having a legal relationship with Partner that are assigned, tasked, or contracted with to perform specified Partner activities under this Agreement. Partner agrees to inform such employees, contractors, subcontractors, or other entities of the obligations under this clause and to bind them to such obligations.

9.2.2. Based on the purpose and scope of this Agreement, and the responsibilities of the Parties, NASA has made an administrative determination that the provisions of section 305(a) of the National Aeronautics and Space Act of 1958, as amended (42 U.S.C. § 2457(a)), do not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) as a result of activities performed under this Agreement will remain with the respective inventing party(ies). No invention or patent rights are exchanged between or granted by such parties under this Agreement except that NASA and Partner agree to use reasonable efforts to identify and report to each other any invention that is believed to have been made jointly by employees of Partner and employees of NASA (including employees of such NASA contractors, subcontractors, or other entities), and to consult and agree as to the responsibilities and course of action to be taken to establish and maintain patent protection on such invention and on the terms and conditions of any license or other rights to be exchanged or granted by or between NASA and Partner.

## 10. **USE OF THE NASA NAME, INITIALS AND EMBLEMS AND RELEASE OF GENERAL INFORMATION TO THE PUBLIC**

### 10.1.1. NASA Name and Initials

Partner agrees the words "National Aeronautics and Space Administration" and the letters "NASA" will not be used in connection with a product or service in a manner reasonably calculated to convey any impression that such product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. In addition, with the exception of release of general information in accordance with paragraph 3 below, Partner agrees that any proposed public use of the NASA name or initials (including press releases resulting from activities conducted under this Agreement and all promotional and advertising use) shall be submitted by Partner in advance to the NASA Assistant Administrator for Public Affairs or designee ("NASA Public Affairs") for review and approval. Approval by NASA Public Affairs shall be based on applicable law and policy governing the use of the NASA name and initials.

### 10.1.2. NASA Emblems

Use of NASA emblems/devices (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) are governed by 14 C.F.R. Part 1221. Partner agrees that any proposed use of such emblems/devices shall be submitted for review and approval in accordance with such regulations.

### 10.1.3. Release of General Information to the Public

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

## 11. **DISCLAIMERS**

### 11.1 Disclaimer of Warranty.

Equipment, facilities, technical information, and services provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of such equipment, facilities, technical information, or services, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the equipment, facilities, technical information, or services provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

### 11.2 Disclaimer of Endorsement

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or supply of equipment, facilities, technical information, or services under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

## 12. COMPLIANCE WITH LAWS AND REGULATIONS

12.1 The Parties shall comply with all applicable laws and regulations including, but not limited to, safety, security, export control, and environmental laws and regulations. Access by Partner to a NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

### 12.2. Environmental and Safety

12.2.1. Partner has the responsibility to manage its operation in a safe and environmentally responsible manner. NASA reserves the right to conduct oversight to assure effective coordination of safety and environmental issues and adequate protection of NASA employees and the public. Partner and its Related Entities must comply with all applicable environmental, safety and health regulations including, but not limited to, Occupational Safety & Health Administration (OSHA), Nuclear Regulatory Commission (NRC), National Fire Protection Association (NFPA), California Fire Code (CFC), US Environmental Protection Agency, California Environmental Protection Agency, Santa Clara County Health Department, City of Sunnyvale Industrial Waste Water Ordinance, and Bay Area Air Quality Management District (BAAQMD). Any hazardous materials, substances, wastes, pollutants or other contaminants (including, without limitation, crude oil or any fraction thereof, petroleum products and PCBs) (collectively, "Hazardous Materials") generated by Partner shall be managed by Partner in accordance with Federal, state and local laws and regulations, and shall be properly disposed of as directed by NASA, at Partner's expense. Partner's activities that comply with the terms of this Agreement will be included in NASA's sitewide permits and plans, as applicable, such as the Spill Prevention Control and Countermeasures Plan, the Storm Water Pollution Prevention Plan, the Biennial Hazardous Waste Report, the above ground storage tank statement, the Sunnyvale Industrial Waste Water permit, the Environmental Resources Document, and the Integrated Natural Resources Management Plan. Coverage in these and other sitewide plans is included in the cost of ISP Services. Partner shall promptly supply information to the NASA Environmental Office (Code QE) that is needed to complete these documents, and comply with the conditions of these permits. Partner, at its sole cost, is responsible for obtaining hazardous materials storage permits and air permits required by Applicable Laws for Partner's use of the facilities made available to Partner pursuant to this Agreement.

12.2.2. Partner agrees to pay all applicable environmental fees, fines, and penalties which may be legally assessed against it by any Federal, state or local agencies, subject to statutory appeal rights, and will be responsible for representing and defending itself before any such agencies in any proceedings in which Partner may become involved to the extent such involvement results from Partner's activities and operations at Moffett Field.

12.2.3. Partner will be responsible for paying all costs of the restoration or remediation of any release of any Hazardous Materials to the extent such release results from or was caused by Partner or its Related Entities, and Partner will be responsible for any liability resulting therefrom.

12.2.4. Partner shall not interfere with or impact any environmental remediation efforts on-going on NASA ARC property. Partner will be responsible for paying all costs of any damage to environmental remediation or restoration activities caused by its fault, negligence, or failure to comply with this Agreement.

12.2.5. Where activities undertaken by Partner require preparation of compliance documents pursuant to the National Environmental Policy Act (NEPA) or the National Historic Preservation Act (NHPA), Partner shall supply all necessary information to NASA and any appropriate agency in a timely manner. No such activities shall occur until all applicable NEPA and NHPA requirements have been met.

### 12.3 Protective Services

12.3.1. Partner will comply with all applicable NASA security, law enforcement and fire safety policies and guidelines, and will ensure that its Related Entities also comply. This includes standards on badging and facility access, fire suppression and response, fire prevention, law enforcement jurisdictions, security, dispatch, and emergency response and preparedness, which are available from NASA's Protective Services office and are set forth in NASA's procedures and guidelines. Partner shall advise NASA in writing of any changes to its operations or its use of Moffett Field that might impact any security, law enforcement or other Protective Services functions.

12.3.2. Without limiting section 12.2.1, Partner shall appropriately badge United States citizen escorts for foreign national aircrews or others while entering, exiting or on - board Moffett Field. Foreign nationals will not be authorized access to any other NASA facility or any other portion of NASA ARC, except for the cafeteria or other public place. Deviations from escort requirements or parameters, or requests for Protective Services support, must be coordinated in advance with the Protective Services Office. Security incidents related to foreign nationals (such as unauthorized access to NASA facilities, suspicious activity/behavior or failure to provide proper escort) shall be immediately reported by Partner to the Protective Services Office or Moffett Field Emergency Communications Center.

### 12.4 Communication

Partner agrees to comply with all applicable NASA communications policies and guidelines, and will ensure that its employees, agents, contractors, permittees, licensees and invitees also comply. This includes standards for building wiring, underground cabling and ducts, telephones and telephone services, data and video communications, and radio spectrum management.

## 13. **TERM OF AGREEMENT**

This Agreement becomes effective upon the date of the last signature below and shall remain in effect until the completion of all obligations of both Parties hereto, or 4 years from the date of the last signature, whichever comes first.

#### **14. RIGHT TO TERMINATE**

Either Party may unilaterally terminate this Agreement by providing 30 calendar days written notice to the other Party. In the event of such termination, Partner will be obligated to reimburse NASA for all costs for which the Partner was responsible and that have been incurred in support of this Agreement up to the date the termination notice is received by the non-terminating Party. Where Partner terminates this Agreement, Partner will also be responsible for termination costs.

#### **15. CONTINUING OBLIGATIONS**

The obligations of the Parties set forth in the provisions for "Liability and Risk of Loss", "Intellectual Property Rights" and "Financial Obligations" shall continue to apply after the expiration or termination of this Agreement.

#### **16. DISPUTE RESOLUTION**

Except as otherwise provided in the article of this Agreement entitled "Priority of Use," for those activities governed by 37 C.F.R. Part 404 under the article of this Agreement entitled "Intellectual Property Rights – Invention and Patent Rights," and those situations where a pre-existing statutory or regulatory system exists (e.g. under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified as the "Management Points of Contact (POCs). The persons identified as the "Management Points of Contact (POCs)" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the supervisors of the POCs, or their designated representatives, for joint resolution. If the Parties remain unable to resolve the dispute, then the Center Director (or his or her designee) will issue a written decision which shall be a final Agency decision for all purposes including judicial review. Nothing in this section limits or prevents either Party from pursuing any other right or remedy available by law after exhaustion of administrative remedies.

#### **17. MISHAP INVESTIGATION**

In the case of a mishap or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigations. In the case of activities that might result in death or serious injury to persons, or substantial loss or damage to property, as a result of activities under this Agreement, the parties agree to establish a process for investigation of any mishap arising from these activities as part of their program/project implementation agreements.

#### **18. MANAGEMENT POINTS OF CONTACT**

The following personnel are designated as the principal points of contact between the Parties in the performance of this Agreement.

**Technical Key Personnel:**

NASA

Name: Roy A. Williams  
Title: Chief, Aviation Management Office  
Address: NASA Ames Research Center  
Mail Stop 158 - 1  
Moffett Field, CA 94035 - 1000  
E-mail: geary.c.tiffany@nasa.gov  
Tel. No. 650/604 - 5050  
Fax No. 650/604 - 3144

Partner

Name:  
Title:  
Address:  
E-Mail:  
Tel. No.:  
Fax No.:

**Business Key Personnel:**

NASA

Name: Patricia J. Bergin  
Title: Administration Specialist  
Address: NASA Ames Research Center  
Mail Stop 158 - 1  
Moffett Field, CA 94035 - 1000  
E-mail: patricia.j.bergin@nasa.gov  
Tel. No. 650/604 - 6314  
Fax No. 650/604 - 3144

Partner

Name:  
Title:  
Address:  
E-Mail:  
Tel. No.:  
Fax No.:

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**19. MODIFICATIONS**

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Any modification that creates an additional commitment of NASA resources must be signed by the original NASA signatory authority, or successor, or a higher level NASA official possessing original or delegated authority to make such a commitment.

**20. ASSIGNMENT**

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing this Agreement.

**21. APPLICABLE LAW**

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

**22. INDEPENDENT RELATIONSHIP**

This Agreement is not intended to constitute, create, give effect or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

**23. SIGNATORY AUTHORITY**

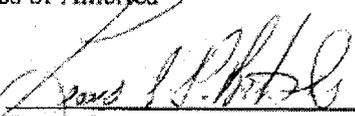
The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date indicated below.

NASA:

NATIONAL AERONAUTICS AND SPACE  
ADMINISTRATION, an Agency of the United  
States of America

By:

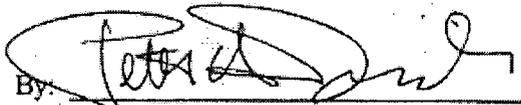
  
Lewis S. Braxton III  
Director of Center Operations  
Ames Research Center

Dated: 12/20, 2007

PARTNER:

ZERO GRAVITY CORPORATION,  
a California corporation

By:

  
Peter H. Diamandis, MD  
Chairman and CEO  
Zero Gravity Corporation

Dated: 18 DECEMBER, 2007

EXHIBIT A

SUPPORT AGREEMENT

[To Be Inserted]